

**STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
VOLUME PRICING CONTRACT
META GROUP, INC.**

THIS VOLUME PRICING CONTRACT (Contract) for information technology services is entered into between the State of Texas, acting by and through the Department of Information Resources with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Meta Group, Inc., with its principal place of business at 208 Harbor Drive, Stamford, Connecticut 06912 (Meta or Vendor).

1. Contract Scope and Term

This Contract sets forth the terms and conditions governing the acquisition of information technology services. Terms used in this document shall have the meanings set forth below in Section 2, Definitions. This Contract is available for use by all Customers.

The term of this Contract shall be two (2) years commencing on the last date of approval by the parties. Prior to expiration of the original term, the parties may renew this contract, upon approval of DIR, for up to two (2) optional one-year terms. Upon termination of this Contract, all rights and obligations set forth herein shall survive in accordance with their terms as to procurements made by Customers prior to such termination.

2. Definitions

Terms used in this Contract shall have the following meanings:

- A. DIR** – the Department of Information Resources.
- B. Customer** – any Texas state agency and local government as defined in Texas Government Code §2054.003, (including institutions of higher education as defined in Texas Education Code, §61.003), and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Texas Government Code, Chapter 771.
- C. Services** – any information technology services included under this Contract.
- D. State Contract Administrator** – the individual as appointed by DIR to administer this Contract on behalf of the State of Texas and the Customers.
- E. Vendor Contract Administrator** – the individual as appointed by Meta to administer this Contract on behalf of Meta.
- F. Service Addendum** – a document DIR submits to Meta outlining the services to be provided to specific DIR Customers along with other relevant information. Service Addenda #1-29774100 and 1-29780072 are attached hereto. Additional Service Addenda may be added as new customers purchase Meta Services.
- G. Purchase Order** – the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written purchase order, electronic purchase order, or other authorized instrument).
- H. Administrative Fee** – the fee used to defray DIR's cost of negotiating, executing and administering this contract.
- I. Information Resources Technology (Technologies)** – as defined in Texas Government Code §2054.003.
- J. Day** – business days, Monday through Friday, except for State and Federal holidays. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.
- K. State** – refers to the State of Texas.

3. Entire Agreement and Order of Precedence

This Contract; Appendix A, Standard Clauses for Texas DIR Contracts; Appendix B, Services and Pricing Index, and the Service Addenda constitute the entire agreement between the parties hereto. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, and then the Service Addenda. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. This Contract shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto, with the approval of DIR. The terms and conditions set forth herein shall govern all transactions by Customers under this Contract. Customers shall not have the authority to modify the terms of this Contract, except as to receive better terms or pricing for a particular procurement than those set forth herein. In such event, Meta shall furnish a copy of such better offerings to DIR upon request. No additional term or condition of a purchase order issued by a Customer can weaken a term or condition of this Contract. In the event of a conflict between a Customer's Purchase Order and this Contract, the Contract term shall control.

4. Service Offerings

A. In General. Services available under this Contract are set forth as any Information Resources Technology item listed within Appendix B, Services and Pricing Index. Services available under this Contract include services that Meta may perform including, but not limited to, research and advisory services.

B. Limitation on Use of Services by State-agency Customers. State-agency Customers shall make an independent determination of whether the selection of services requires compliance with Texas Government Code, Chapter 2254, Subchapter B. Services shall only be offered to, and Purchase Orders accepted from state-agency Customers that have complied with Texas Government Code, Chapter 2254, Subchapter B; or that have deemed Texas Government Code, Chapter 2254, Subchapter B inapplicable in writing. Copies of the applicable Chapter 2254 documents must accompany Customer Purchase Orders. Meta may rely on the contents of such documents to fulfill an order. DIR has no responsibility for determinations made by state-agency Customers under this paragraph.

5. Contract Administration

DIR and the Meta will each provide a Contract administrator to support this Contract. Contract administrators' information will be posted on the Internet web site designated for this Contract.

A. State Contract Administrator

DIR shall provide a Contract administrator whose duties shall include but not be limited to: (i) supporting the marketing and management of this Contract, and (ii) advising DIR of Meta's performance under the terms and conditions of this Contract.

B. Vendor Contract Administrator

Meta shall provide a dedicated Contract administrator whose duties shall include but not be limited to: (i) supporting the marketing and management of this Contract, (ii) facilitating dispute resolution between Meta and a Customer, and (iii) advising DIR of Meta's performance under the terms and conditions of this Contract. DIR reserves the right to require a change in Meta's then-current contract administrator if the assigned administrator is not, in the opinion of DIR, adequately serving the needs of the State.

6. Geographic Coverage

Meta shall provide service, sales and support resources to serve Customers at multiple geographic purchasing locations throughout the State of Texas.

7. Pricing

Based on a quantity of one (1), the Customer price for services will be as listed and set forth in Appendix B, Services and Pricing Index. Customer may negotiate more advantageous pricing for large volume purchases with Meta. If Meta offers and makes sales of services at a lower price, based on a quantity of one, from that specified in this Contract, to an eligible DIR Customer, other entity or consortia authorized by Texas law to sell services available under this Contract to eligible DIR Customers, then the available Customer pricing in this Contract shall automatically be adjusted to that lower rate.

A. DIR Administrative Fee

The DIR administrative fee specified in Section 11, Reporting and Administrative Fees, shall be included in the Customer price set forth herein. The administrative fee shall not be broken out as a separate line item when pricing is provided to Customer.

B. Travel Expenses

Meta agrees to reasonable and documented travel expenses, which the Customer must pre-approve in writing. Expenses are based on current Texas travel legislation as outlined in the General Appropriations Act, Article IX, §5.06.

C. Shipping and Handling Fees

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be F.O.B. Customer destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

D. Tax-Exempt

As per Texas Tax Code §151.309, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 USC §§4253(i) and (j).

8. Order Placement and Invoicing

Customers' orders will be processed as follows:

A. Customer will contact Meta to obtain a quote for services. This quote will contain the following information: Customer name, contact, address, phone number, and applicable services and Customer pricing as specified in Appendix B.

B. Customer will submit the following to DIR:

- ♦ For research services, requests shall include a Purchase Order for specific services made payable to Department of Information Resources.
- ♦ For advisory services, requests shall include a Purchase Order payable to Department of Information Resources for specific services, and written documentation that:
 1. Texas Government Code, Chapter 2254, Subchapter B is inapplicable to the services being requested, or
 2. Customer has complied with the requirements of Texas Government Code, Chapter 2254, Subchapter B with respect to the services being requested.

C. Upon receipt of all necessary paperwork from the Customer, DIR will send the order to Meta via fax or electronic mail, with a written confirmation of DIR's acceptance of the order and the DIR control number, and if for a new Customer, a signed Service Addendum;

D. Meta will provide services to the Customer, and;

- E. Meta will invoice DIR for the order at the price specified in Appendix B as the DIR Price, in compliance with Chapter 2251, Texas Government Code. Invoices must be timely and accurate. Each invoice must match the Customer order and include any written changes that may apply. Invoices must include pertinent information for verifying receipt of the order by Customer.
- F. DIR shall make payments to Meta for services and/or materials purchased under this Contract and any provision of acceptance of such services and/or materials, in compliance with Chapter 2251, Texas Government Code.

9. Treatment of Information

- A. Meta agrees that it shall not disclose any confidential information to any party except to its employees who have a need-to-know in connection with performing the services under this Contract, and only for use in connection therewith and for no other purpose. Confidential information shall mean all information that is not generally known to the public concerning the business of Customers that is disclosed to Meta by Customers under this Contract, including all notes, analyses, compilations, studies, interpretations or other documents prepared by Meta. It shall not include any information that is or becomes public knowledge (other than through Meta) or is lawfully received from another source under no confidentiality obligation to Customers. In the event of termination of this Contract, Meta shall surrender all copies of the confidential information or shall certify to affected Customers in writing, that all copies have been destroyed.
- B. Meta warrants that it will use commercially reasonable care in performing its research and providing Customers with opinions about the information technology industry, and particular companies and products. These opinions, research, and advice represent Meta's best collective judgment at the time the opinions are rendered. Neither Meta nor its analysts will be liable for damages based on its opinions.
- C. Meta and DIR agree to the following information confidentiality provisions:
 - 1. DIR recognizes that the Written Deliverables, information, and other materials delivered by Meta under this Contract (hereinafter referred to as Written Research Deliverables) are proprietary to Meta and are the subject of copyrights of Meta.
 - 2. The Written Research Deliverables may not be disclosed, disseminated or distributed to any party other than Customers. Provided, however, (i) DIR may occasionally provide the Written Research Deliverables to Texas state agencies and Texas local governments for which DIR sometimes provides research; and (ii) DIR and/or Customers may provide the Written Research Deliverables to their contractors and other third parties providing services with a need-to-know, in which case the contractor or other third party shall be bound to the same level of confidentiality as the DIR and/or Customers. Except as provided above, no part of the Written Research Deliverables may be reproduced in any form or by any means whatsoever (except for internal use within the Customers), including by information storage and retrieval systems, without the prior written permission of Meta.
- D. DIR acknowledges that Meta Written Research Deliverables constitute technical data, the re-export of which are subject to restrictions under the Export Administration Regulations of the U.S. Department of Commerce. Customer will not re-export or disseminate such technical data except in compliance with such regulations, and only with the written permission of Meta.

Customer will not knowingly supply the Written Research Deliverables, or any restatement or extracts thereof, to any person who is professionally involved in securities brokerage or investment banking, or in conducting research in support of securities brokerage or investment banking.

10. Internet Access to Contract and Pricing Information

Access by Customers to Contract terms and pricing information shall be made available and posted on the Internet. To that end, upon sixty (60) days from execution of the Contract, Meta will be required to host the complete Contract Services and service offerings, including pricing, at Meta's Internet site. Internet access to this information will be provided including all subsequent changes to the Services and services offerings and pricing during the term of this Contract at no cost to DIR, the State, and Customers.

A. Accurate and Timely Contract Information

Meta warrants and represents that Contract and related information will be accurately and completely posted, maintained and displayed in an objective and timely manner which renders it clearly distinguishable from other, non-Contract offerings at Meta's web site. Meta shall indemnify DIR, the State, and Customers for damages resulting from errors or inaccuracies in such information, or from any failure to maintain or timely post Contract information in accordance with this paragraph.

B. Price Data Retention and Compliance Checks

DIR will conduct periodic compliance checks of the information posted for this Contract on the Meta web site. Upon request by DIR, Meta shall provide verifiable documentation that pricing listed upon this site is uniform with the Customer pricing as stated within Appendix B, Services and Pricing Index.

C. Web Site Changes

Meta hereby consents to a link from the DIR web site to Meta's web site in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Meta with subsequent notice of link termination or removal. Meta shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

D. Use of Access Data Prohibited

If Meta stores, collects or maintains data electronically as a condition of accessing State Contract information, such data shall only be used internally by Meta for the purpose of implementing or marketing the State Contract, and shall not be disseminated to third parties or used for other marketing purposes. This Contract constitutes a public document under the laws of the State and Meta shall not restrict access to the Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

E. Responsibility for Content

Meta is solely responsible for administration, content, intellectual property rights, and all materials at Meta's web site. Meta is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Meta nor any of the foregoing has any authority to act or speak on behalf of DIR or the State. DIR requires Meta to list information on the web site such as: company name, address, contact information, phone and fax number, email address, State Vendor ID number, and other applicable information as deemed necessary by DIR. Information consistent with the terms of this Contract about payment and special pricing shall be available. DIR also reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent this Contract.

11. Administrative Fees

Meta will quote prices to Customers that include the DIR two percent (2%) administrative fee in order to defray DIR's costs of negotiating, executing, and administering this Contract. For example, the administrative fee for sales totaling \$50,000 shall be \$1,000. DIR may change the administrative fee upward or downward during the Contract upon written notice to Meta. Any administrative fee change shall be incorporated in the Customer price. In the event Meta quotes a price that does not include the DIR administrative fee and the Customer pays the quoted price, Meta shall reduce its invoice to DIR by the administrative fee that should have been part of the price.

12. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Contract shall be in writing and shall be validly given on (i) the date of delivery if delivered by email, facsimile transmission, mail by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. The parties may, from time to time, specify any address in the United States as its address for purpose of notices under this Contract by giving fifteen (15) days written notice to the other party.

If sent to the State:

Patrick W. Hogan
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Fax: (512) 475-4759
Email: patrick.hogan@dir.state.tx.us

If sent to Meta:

Jane Powell
Meta Group, Inc.
4704 Shadycreek Lane
Colleyville, Texas 76034
Phone: (817) 318-1363
Fax: (817) 354-4880
Email: jane.powell@metagroup.com

13. Captions


The captions contained in this Contract are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.


14. Choice of Law

The law of the State of Texas shall govern the construction and interpretation of this Contract. Nothing herein shall be construed to waive the state's sovereign immunity.

IN WITNESS WHEREOF, the parties hereby execute their mutual agreement to the terms of this Contract. This agreement shall be executed and shall be a binding Contract between the parties.

Meta Group, Inc.



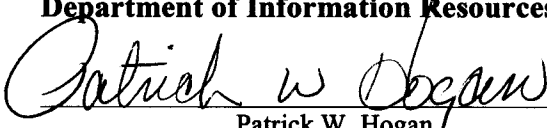
Authorized Signature


Printed Name
VP

Title
11/16/03

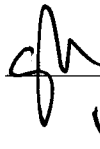
Date

**The State of Texas, acting by and through the
Department of Information Resources**



Patrick W. Hogan
Director, Business Operations

11/17/03

Date
Legal: 
11/17/03

APPENDIX A

STANDARD CLAUSES
STATE OF TEXAS, DIR CONTRACTS

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Appendix A

STANDARD CLAUSES FOR TEXAS DIR CONTRACTS

The parties to the attached Contract, amendment or other agreement of any kind (hereinafter, "this Contract") agree to be bound by the following clauses which are hereby made a part of this Contract.

1. INDEMNIFICATION CLAUSE. Vendor shall defend, indemnify and hold harmless the State of Texas, its officers, agents, and employees from and against all claims, actions, suits, demands, proceeding, costs, damages and liabilities, including attorneys fees, arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, or suppliers of subcontractors in the execution or performance of this Contract and any Purchase Order(s) issued under this Contract.

The Vendor shall defend, indemnify and hold harmless the State of Texas, its officers, agents and employees, from any and all claims involving infringement of patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the use of any service supplied by the Vendor. Vendor agrees to defend against any and all such claims at Vendor's expense, whether or not such claims become the subject of litigation. DIR will provide reasonable assistance in the defense of such claims if so requested by the Vendor. Vendor agrees to coordinate defense with the Texas Office of Attorney General, as may be requested by DIR.

2. NON-ASSIGNMENT CLAUSE. This Contract shall be entered into and be binding upon the successors of the parties. Vendor may not assign this Contract without the prior written consent of DIR. Any attempt to assign this Contract without the written consent of DIR is null and void.

3. NO QUANTITY GUARANTEES. This Contract is not exclusive to the named Vendor. Customers may obtain Information Resources Technologies from other sources during the Contract term. DIR makes no express or implied warranties whatsoever that any particular number of Purchase Orders will be issued or that any particular quantity or dollar amount of Information Resources Technologies will be procured through the Contract.

4. CONFIDENTIALITY CLAUSE. Vendor acknowledges that DIR is a government agency subject to the Texas Public Information Act. Vendor also acknowledges that DIR will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

Under the terms of this Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release to any party in any manner, Customer information.

5. VENDOR CERTIFICATIONS. Vendor certifies (i) it has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract; (ii) it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not

ineligible to receive payment under Texas Family Code §231.006 and acknowledges this Contract may be terminated and payment withheld if this certification is inaccurate; (iii) neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage; (iv) it has not received payment from DIR or any of its employees for participating in the preparation of this Contract; (v) it is not ineligible to receive this Contract under Texas Government Code §2155.004.; (vi) it is in compliance with Texas Government Code §618.003.; (vii) it will comply with Texas Government Code §2155.444 and §2155.4441, in fulfilling the terms of this Contract; and (viii) to the best of the Vendor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting the Vendor, which if determined adversely to the Vendor will have a material adverse effect on the ability of the Vendor to fulfill its obligations under this Contract.

6. EQUAL OPPORTUNITY COMPLIANCE. Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under this Contract. If Vendor is found to be not in compliance with these requirements during the term of this Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

7. TECHNOLOGY ACCESS CLAUSE, AS REQUIRED BY TEXAS GOVERNMENT CODE §2157.005. (Applicable to State Agency Purchases Only).

Vendor expressly acknowledges and agrees that State funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to DIR and each Customer purchasing services under this Contract that the technology provided hereunder is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of: (i) providing equivalent access for effective use by both visual and non-visual means; (ii) presenting information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; and (iii) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are

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not blind or visually impaired. For the purposes of this section, the phrase "equivalent access means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services that would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples, of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical display and customizable display appearance.

8. RECORDS AND AUDIT. The Vendor shall maintain adequate records to establish compliance with this Contract until the later of a period of four years after termination of this Contract or until full, final and unappealable resolution of all audits or litigation issues that arise under this Contract. Such records shall include identification of the procuring Customer, documentation of the Customer's ordering date, Customer Purchase Order number, order date of service, ship date or service delivery date, full invoice address, unit price, extended price, invoice number, record of payment and/or balance due, the calculations supporting each administrative fee owed to DIR under this Contract, and such other documentation as DIR may request.

Vendor shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of this Contract to DIR, the auditors designated by DIR, including auditors of the State Auditor's Office and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, auditing and/or copying such books and records. Copies and printouts requested by DIR shall be provided by Vendor without charge. DIR shall provide Vendor ten (10) business days' notice prior to inspecting, auditing, and/or copying Vendor's records. Vendor's records, whether paper or electronic, shall be made available during regular office hours. Vendor's personnel familiar with the Vendor's books and records shall be available to DIR staff and designees as needed. Vendor shall provide adequate office space to DIR staff during the performance of a compliance check or audit.

If any inspection or compliance check performed hereunder reveals an aggregate overcharge to a Customer of .5% or greater, or an aggregate underpayment to DIR of its administrative fee of .5% or greater, then the cost of such compliance check or inspection, including, but not limited to, the salary and associated overhead of DIR staff performing the compliance check or inspection, shall be reimbursed to DIR within thirty (30) days from receipt of an invoice from DIR reflecting the cost of the compliance check or inspection.

For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to the Vendor through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor

can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

Vendor understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor and the requirement to cooperate is included in any subcontract it awards pertaining to this Contract.

9. ABILITY TO CONDUCT BUSINESS IN TEXAS.

The Vendor is an entity authorized and validly existing under the laws of its state of organization, and is authorized to do business in the State of Texas. The Vendor is a "Catalog Information Systems Vendor" approved by the Texas Building and Procurement Commission. All services offered to Customers under this Contract are listed in Vendor's catalog on file with the Texas Building and Procurement Commission.

10. INVALID TERM OR CONDITION. If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

11. ENFORCEMENT OF CONTRACT AND DISPUTE RESOLUTION.

Vendor and DIR agree to the following (i) a party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision; (ii) applicable to State agency purchases only, for disputes not resolved in the normal course of business, the dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used; (iii) the laws of the State of Texas shall govern this Contract; (iv) actions or proceedings arising from this Contract shall be heard in a court of competent jurisdiction in Travis County, Texas; and (v) nothing herein shall be construed to waive the State's sovereign immunity.

12. ENTIRETIES. The Contract supercedes all prior agreements, representations or promises, whether oral or written, made by the parties regarding the subject matter of this Contract.

13. MODIFICATION OF CONTRACT TERMS AND/OR AMENDMENTS.

The terms and conditions set forth in the Contract shall govern all transactions by Customers under this Contract. The Contract may only be modified or amended upon mutual agreement of DIR and Vendor. Additional Customer terms and conditions, which do not conflict with the contract, may be added by a Purchase Order and given effect. For individual Purchase Orders, however, Vendor may offer Customers more advantageous pricing and/or payment options than those set forth in the Contract. In such event, Vendor shall furnish a copy of such better offerings to DIR upon request.

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14. DIR LOGO. Vendor may use the DIR logo in the promotion of this Contract to Customers with the following stipulations; (i) the logo may not be modified in any way; (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Vendor logo; (iii) the DIR logo is only used to communicate the availability of services under this Contract to Customers; and (iv) any other use of the DIR logo requires prior written permission from DIR.

15. VENDOR LOGO. DIR may use the Vendor's name and logo in the promotion of this Contract to communicate the availability of services under this Contract to Customers. Use of the logo may be on the DIR Web Site or on printed materials. Any use of Vendor's Logo by DIR must comply with and be solely related to the purposes of this Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in this Contract will give DIR any right, title, or interest in or to Vendor's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor.

16. TRADE SHOW PARTICIPATION. Vendor understands and agrees that it must participate by providing a staffed booth display or similar presence at no less than two (2) trade shows or similar functions sponsored by DIR, Business Operations Division each calendar year at the Vendor's expense. Vendor must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location of the use of the DIR logo in or on the Vendor's booth.

17. FORCE MAJEURE. DIR, Customer, or Vendor may be excused from performance under this contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties immediately. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Vendor will not be able to deliver services in a timely manner to meet the business needs of the Customer.

18. TERMINATION FOR NON-APPROPRIATION. Customer may terminate Purchase Orders and DIR may terminate this Contract if funds sufficient to pay obligations hereunder are not appropriated by the legislative body on behalf of local governments, or by the Texas legislature on behalf of state agencies. In the event of non-appropriation, Vendor will be provided ten (10) days written notice of intent to terminate.

19. TERMINATION FOR CONVENIENCE. Either party may terminate this Contract, in whole or in part, by giving the other party thirty (30) days written notice. A Customer may terminate a Purchase Order if it is determined by the Customer that Vendor will not be able to deliver services in a timely manner to meet the business needs of the Customer.

20. TERMINATION FOR CAUSE. Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of this Contract or a Purchase Order arising hereunder. The non-defaulting party shall give the defaulting party thirty (30) days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate this Contract. Customers hereunder have no power to terminate this Contract for default. Customer's rights are exclusively based on their Purchase Order.

21. CUSTOMER RIGHTS UNDER TERMINATION. In the event this Contract expires or is terminated for any reason, a Customer shall retain its rights under the Purchase Order issued with respect to all services ordered and accepted prior to the effective termination date.

22. VENDOR RIGHTS UNDER TERMINATION. In the event this Contract expires or is terminated for any reason, a Customer shall pay all amounts due for services ordered prior to the effective termination date and ultimately accepted.

23. SURVIVAL. All warranty and/or service agreements that were entered into between Vendor and a Customer under the terms and conditions of this Contract shall survive the termination of this Contract.

24. HANDLING OF WRITTEN COMPLAINTS. In addition to other remedies contained in this Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, TX 78701
(512) 475-4700, phone
(512) 475-4759, fax

APPENDIX B

SERVICES AND PRICING INDEX

The following Meta Group services available for purchase via the State of Texas DIR contract with Meta Group. Subscriber Price is per entity participating in the DIR contract and includes the 2% DIR administrative fee. Entity is as defined in the State of Texas DIR contract with Meta Group.

Basic Technology Advisory plus Government Strategies Enterprise Advisory

Customer Price	DIR Price
\$20,400	\$20,000

Deliverables:

Operations Strategies
Outsourcing & Service Provider Strategies
Infrastructure Strategies
Enterprise Analytics Strategies
Enterprise Application Strategies
Security & Risk Strategies
Content & Collaboration Strategies
Integration & Development
Government Strategies

1 Conference Ticket

A conference ticket may be used to register for a particular Meta Group conference. The number of conference tickets needed to register for a particular event may vary. In addition, certain prerequisites (e.g., previous purchase of a particular Meta service) may apply in order to redeem conference tickets for a particular event. Individual rules and ticket requirements are defined for each event and published in the brochure and the Meta Group Web site. Conference tickets may also be redeemed for a copy of the audio transcripts for a conference. Conference tickets are not valid for Meta Group Workshops, Assessments, Executive Events, or events that Meta jointly sponsors with other companies.

Document Review

Analysts review and provide verbal comment on strategic documents (e.g., strategic plans, architecture documents, vendor proposals) from the perspective of the service product to which this deliverable is attached. All documents must be provided in English. All review feedback is provided via telephone inquiry or half-day briefings. No written response is provided. If document review is provided as part of a product with metered inquiry, the time spent reviewing the document will be deducted from the Customers available inquiry hours. The scope (i.e., length and complexity of documents reviewed) is subject to Customer and Meta Group review and agreement. Lengthy documents that require significant research and analysis may be subject to additional consulting charges.

Unlimited Organizational Inquiry

Provides for unlimited interaction between any individual in the defined organization and Meta Group analysts for the topics covered by the product to which this deliverable is attached.

10 Research Seats - All Technology Services and Government Strategies Enterprise Advisory

Online access to research content from all of the Technology Advisory and Government Strategies Enterprise Advisory. For each research seat, a profile is established on metagroup.com, which provides access for a single named individual. Once assigned, the profile may not be transferred to a new individual without authorization from Meta Group in writing. Seats may not be shared and concurrent use of a single seat/profile from multiple machines is explicitly prohibited.

Service Teleconference Access

Access to periodic teleconferences held by the service defined by the product to which this deliverable is attached.

Enterprise Planning & Architecture Strategies

Customer Price	DIR Price
\$25,500	\$25,000

Deliverables:

1 Half Day Briefing

One half-day (4 hours maximum) briefing that may be held either at a Meta Group or Customer site.

2 Conference Tickets

A conference ticket may be used to register for a particular meta conference event. The number of conference tickets needed to register for a particular event may vary. In addition, certain prerequisites (e.g., previous purchase of a particular Meta service) may apply in order to redeem conference tickets for a particular event. Individual rules and ticket requirements are defined for each event and published in the brochure and the Meta Group Web site. Conference tickets may also be redeemed for a copy of the audio transcripts for a conference. Conference tickets are not valid for Meta Group Workshops, Assessments, Executive Events, or events that Meta jointly sponsors with other companies.

1 Document Review

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1 Unlimited Organizational Inquiry

Provides for unlimited interaction between any individual in the defined organization and Meta Group analysts for the topics covered by the product to which this deliverable is attached.

10 Research Seats - Single Executive Service

Online access to research content from one of the Executive Advisory services. For each research seat, a profile is established on metagroup.com, which provides access for a single named individual. Once assigned, the profile may not be transferred to a new individual without authorization from Meta Group in writing. Seats may not be shared and concurrent use of a single seat/profile from multiple machines is explicitly prohibited.

1 Service Teleconference Access

Access to periodic teleconferences held by the service defined by the product to which this deliverable is attached.

Energy Information Strategies Enterprise Advisory

Customer Price	DIR Price
\$23,664	\$23,200

Deliverables:

1 Assigned Analyst

A Meta Group analyst is assigned to Customer's organization to proactively work with the Customer to maximize value from the associated research product.

1 Half Day Briefing

One half-day (4 hours maximum) briefing that may be held either at a Meta Group or Customer site.

1 Conference Ticket

A conference ticket may be used to register for a particular Meta Group conference. The number of conference tickets needed to register for a particular event may vary. In addition, certain prerequisites (e.g., previous purchase of a particular Meta service) may apply in order to redeem conference tickets for a particular event. Individual rules and ticket requirements are defined for each event and published in the brochure and the Meta Group Web site. Conference tickets may also be redeemed for a copy of the audio transcripts for a conference. Conference tickets are not valid for Meta Group Workshops, Assessments, Executive Events, or events that Meta jointly sponsors with other companies.

Document Review

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1 Executive Event Ticket

Executive Event tickets may be used to register for Executive Events. The number of Executive Tickets needed to register for a particular event may vary. In addition, certain prerequisites (e.g., previous purchase of a particular Meta service) may apply in order to redeem the Executive Event tickets for a particular event. Individual rules and ticket requirements are defined for each event and published in the brochure and on metagroup.com. Executive Event tickets are not valid for Meta Group Workshops, Assessments, standard conferences, or events that Meta jointly sponsors with other companies. Attendance at specific Executive Events may be subject to restrictions based on the services purchased by Customers. Executive Events include but are not limited to: CIO Bootcamp, Vendor Bootcamp, CIO Forum.

Unlimited Organizational Inquiry

Provides for unlimited interaction between any individual in the defined organization and Meta Group analysts for the topics covered by the product to which this deliverable is attached.

10 Research Seats - Single Industry Service

Online access to research content from one of the Industry Advisory services. For each research seat, a profile is established on metagroup.com, which provides access for a single named individual. Once assigned, the profile may not be transferred to a new individual without authorization from Meta Group in writing. Seats may not be shared and concurrent use of a single seat/profile from multiple machines is explicitly prohibited.

12 Scheduled Monthly Calls

An analyst associated with the service product to which this deliverable is attached will contact the Customer on a monthly basis to review recent Meta research and identify areas where Meta can provide additional analyst assistance.

Service Teleconference Access

Access to periodic teleconferences held by the service defined by the product to which this deliverable is attached.

Executive Directions

Customer Price	DIR Price
\$29,070	\$28,500

Deliverables:

1 Assigned Analyst

A Meta Group analyst is assigned to Customer's organization to proactively work with the Customer to maximize value from the associated research product.

1 Half Day Briefing

One half-day (4 hours maximum) briefing that may be held either at a Meta Group or Customer site.

Comprehensive Inquiry Seat(s)

Provides for unlimited interaction between the CIO and any Meta Group analyst on service topics. This access specifically excludes document/contract review. Interaction is for the CIO directly, and no teleconference bridges or group interactions are allowed.

1 Conference Ticket

A conference ticket may be used to register for a particular Meta Group conference. The number of conference tickets needed to register for a particular event may vary. In addition, certain prerequisites (e.g., previous purchase of a particular Meta service) may apply in order to redeem conference tickets for a particular event. Individual rules and ticket requirements are defined for each event and published in the brochure and the Meta Group Web site. Conference tickets may also be redeemed for a copy of the audio transcripts for a conference. Conference tickets are not valid for ETA Group Workshops, Assessments, Executive Events, or events that Meta jointly sponsors with other companies.

Document Review

Analysts review and provide verbal comment on strategic documents (e.g., strategic plans, architecture documents, vendor proposals) from the perspective of the service product to which this deliverable is attached. All documents must be provided in English. All review feedback is provided via telephone inquiry or half-day briefings. No written response is provided. If document review is provided as part of a product with metered inquiry, the time spent reviewing the document will be deducted from the Customer's available inquiry hours. The scope (i.e., length and complexity of documents reviewed) is subject to Customer and Meta Group review and agreement. Lengthy documents that require significant research and analysis may be subject to additional consulting charges.

1 Executive Action Plan

A Meta Group analyst will collaborate with the Customer to develop the Action Plan for the 12-month subscription. The Action Plan will be updated monthly via teleconference as part of the scheduled monthly call or during on-site discussions.

1 Executive Event Ticket

Executive Event tickets may be used to register for Executive Events. The number of Executive Tickets needed to register for a particular event may vary. In addition, certain prerequisites (e.g., previous purchase of a particular Meta service) may apply in order to redeem the Executive Event tickets for a particular event. Individual rules and ticket requirements are defined for each event and published in the brochure and on metagroup.com. Executive Event tickets are not valid for Meta Group Workshops, Assessments, standard conferences, or events that Meta jointly sponsors with other companies. Attendance at specific Executive Events may be subject to restrictions based on the services purchased by Customers. Executive Events include but are not limited to: CIO Bootcamp, Vendor Bootcamp, CIO Forum.

1 Executive One-on-One Session

A one-on-one session between a senior analyst and Customer. Normally conducted via a 2- to 3-hour teleconference, these meetings can be held at the Customer site.

1 Research Seat - All Technology Services

Online access to research content from all of the Technology Advisory services. For each research seat, a profile is established on metagroup.com, which provides access for a single named individual. Once assigned, the profile may not be transferred to a new individual without authorization from Meta Group in writing. Seats may not be shared and concurrent use of a single seat/profile from multiple machines is explicitly prohibited.

6 Research Seats - Single Executive Service

Online access to research content from one of the Executive Advisory services. For each research seat, a profile is established on metagroup.com, which provides access for a single named individual. Once assigned, the profile may not be transferred to a new individual without authorization from Meta Group in writing. Seats may not be shared and concurrent use of a single seat/profile from multiple machines is explicitly prohibited.

12 Scheduled Monthly Calls

An analyst associated with the service product to which this deliverable is attached will contact the Customer on a monthly basis to review recent Meta research and identify areas where Meta can provide additional analyst assistance.

Service Teleconference

Access to periodic teleconferences held by the service defined by the product to which this deliverable is attached.

META GROUP, INC. - Service Addendum # 1-29774100

This Service Addendum is between META Group, Inc. (META) and the Department of Information Resources (DIR). DIR agrees to retain the following META services for the specified terms and fees. META agrees to provide services for the specified terms and fees. The recipients for the services specified herein are listed below.

Customer:

The State of Texas, acting by and through Department of Information Resources

Year	Product	Start Date	End Date	*Amount
One	Basic Technology Advisory plus Government Strategies Enterprise Advisory	9/1/2003	8/31/2004	\$80,000.00
Two	Basic Technology Advisory plus Government Strategies Enterprise Advisory	9/1/2004	8/31/2005	\$80,000.00
	*Amount is for all entities listed below		Total Fee:	\$160,000.00

Terms:

Order placement and invoicing shall be per Section 8 of the Contract.

DIR will utilize the Half Day Briefings as desired within the Contract period.

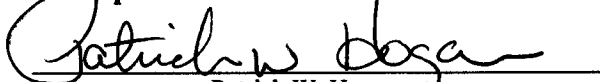
Entities:

Entities with access to the Basic Enterprise Technology Service under this Addendum include:

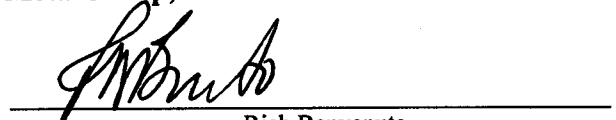
- * Texas Workers Compensation Commission
- * Department of Information Resources
- * Department of Human Services
- * City Of Austin

If you agree, please have an authorized representative sign this addendum.

**The State of Texas, acting by and through
the Department of Information Resources**


Patrick W. Hogan
Director, Business Operations
11/17/03
Date

Meta Group, Inc.


Rich Benvenuto
Vice President, Global Sales Operations
12/10/03
Date

Name: **Ginia Bruno**
Title: **DIR Contracts Administrator**
Address: **PO Box 13564**
Austin, TX 78711-3564
Phone: **512-463-3257**
Fax: **512-475-4707**

Please return one copy of this signed Service Addendum to:

Name: **Contract Administration Department**
META Group, Inc.
Address: **P.O. BOX 120061**
Stamford, CT 06912-0061
Phone: **203-973-6700**
Fax: **203-973-6996**

MG SA 070903

Service Addendum # 1-29774100

Customer Entitlements

This attachment outlines the specific deliverables which the Customer receives for the line items on the Service Addendum.

Basic Enterprise Technology Advisory and Government Strategies Enterprise Advisory

Start Date: 9/1/2003 **End Date:** 8/31/2005

Entitlements per year:**3 Half Day Briefing(s)**

One half-day (4 hours maximum) briefing that may be held either at a META Group or Customer site.

4 Conference Tickets

A conference ticket may be used to register for a particular Meta Group conference. The number of conference tickets needed to register for a particular event may vary. In addition, certain prerequisites (e.g., previous purchase of a particular META service) may apply in order to redeem conference tickets for a particular event. Individual rules and ticket requirements are defined for each event and published in the brochure and the META Group Web site. Conference tickets may also be redeemed for a copy of the audio transcripts for a conference. Conference tickets are not valid for META Group Workshops, Assessments, Executive Events, or events that META jointly sponsors with other companies.

Document Review

Analysts review and provide verbal comment on strategic documents (e.g., strategic plans, architecture documents, vendor proposals) from the perspective of the service product to which this deliverable is attached. All documents must be provided in English. All review feedback is provided via telephone inquiry or half-day briefings. No written response is provided. If document review is provided as part of a product with metered inquiry, the time spent reviewing the document will be deducted from the Customers available inquiry hours. The scope (i.e., length and complexity of documents reviewed) is subject to Customer and META Group review and agreement. Lengthy documents that require significant research and analysis may be subject to additional consulting charges.

Unlimited Organizational Inquiry

Provides for unlimited interaction between any individual in the defined organization and META Group analysts for the topics covered by the product to which this deliverable is attached.

40 Research Seats - All Technology services and Government Strategies Enterprise Advisory

Online access to research content from all of the Technology Advisory services and Government Strategies Enterprise Advisory. For each research seat, a profile is established on metagroup.com, which provides access for a single named individual. Once assigned, the profile may not be transferred to a new individual without authorization from META Group in writing. Seats may not be shared and concurrent use of a single seat/profile from multiple machines is explicitly prohibited.

Service Teleconference Access

Access to periodic teleconferences held by the service defined by the product to which this deliverable is attached.

1 Assigned Analyst - Government Strategies Enterprise Advisory

A META Group analyst is assigned to Customer's organization to proactively work with the Customer to maximize value from the associated research product.

1 Executive Event Ticket – Government Strategies Enterprise Advisory

Executive Event tickets may be used to register for Executive Events. The number of Executive Tickets needed to register for a particular event may vary. In addition, certain prerequisites (e.g., previous purchase of a particular META service) may apply in order to redeem the Executive Event tickets for a particular event. Individual rules and ticket requirements are defined for each event and published in the brochure and on metagroup.com. Executive Event tickets are not valid for META Group Workshops, Assessments, standard conferences, or events that META jointly sponsors with other companies. Attendance at specific Executive Events may be subject to restrictions based on the services purchased by Customers. Executive Events include but are not limited to: CIO Bootcamp, Vendor Bootcamp, CIO Forum.

12 Scheduled Monthly Calls – Government Strategies Enterprise Advisory

An analyst associated with the service product to which this deliverable is attached will contact the Customer on a monthly basis to review recent META research and identify areas where META can provide additional analyst assistance.

This Service Addendum is between META Group, Inc. (META) and the Department of Information Resources (DIR). DIR agrees to retain the following META services for the specified terms and fees. META agrees to provide services for the specified terms and fees. The recipients for the services specified herein are listed below.

Customer:

The State of Texas, acting by and through Department of Information Resources

Year	Product	Start Date	End Date	Amount
One	Energy Information Strategies Enterprise Advisory	09/1/2003	8/31/2004	\$23,200.00
Two	Energy Information Strategies Enterprise Advisory	09/1/2004	8/31/2005	\$23,200.00
			Total Fee:	\$46,400.00

Terms:

Order placement and invoicing shall be per Section 8 of the contract.

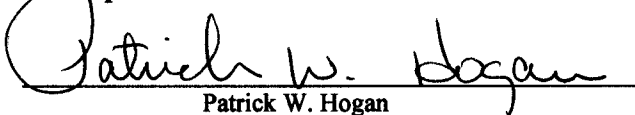
Entities:

Entities with access to the Energy Information Strategies Enterprise Advisory under this addendum:

* City of Austin

If you agree, please have an authorized representative sign this addendum.

**The State of Texas, acting by and through
the Department of Information Resources**



Patrick W. Hogan
Director, Business Operations

11/17/03
Date

Meta Group, Inc.



Rich Benvenuto
Vice President, Global Sales Operations

12/10/03
Date

Name: **Ginia Bruno**
Title: **DIR Contracts Administrator**
Address: **PO Box 13564**
Austin, TX 78711-3564
Phone: **512-463-3257**
Fax: **512-475-4707**

Please return one copy of this signed Service Addendum to:

Name: **Contract Administration Department**
META Group, Inc.
Address: **P.O. BOX 120061**
Stamford, CT 06912-0061
Phone: **203-973-6700**
Fax: **203-973-6996**

Service Addendum # 1-29780072

MG SA 070903

Customer Entitlements

This attachment outlines the specific deliverables which the Customer receives for the line items on the Service Addendum.

Energy Information Strategies Enterprise Advisory

Start Date: 9/1/2003 End Date: 8/31/2004

Entitlements:

1 Assigned Analyst

A META Group analyst is assigned to Customer's organization to proactively work with the Customer to maximize value from the associated research product.

1 Half Day Briefing

One half-day (4 hours maximum) briefing that may be held either at a META Group or Customer site.

1 Conference Ticket

A conference ticket may be used to register for a particular Meta Group conference. The number of conference tickets needed to register for a particular event may vary. In addition, certain prerequisites (e.g., previous purchase of a particular META service) may apply in order to redeem conference tickets for a particular event. Individual rules and ticket requirements are defined for each event and published in the brochure and the META Group Web site. Conference tickets may also be redeemed for a copy of the audio transcripts for a conference. Conference tickets are not valid for META Group Workshops, Assessments, Executive Events, or events that META jointly sponsors with other companies.

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1 Executive Event Ticket – Government Strategies Enterprise Advisory

Executive Event tickets may be used to register for Executive Events. The number of Executive Tickets needed to register for a particular event may vary. In addition, certain prerequisites (e.g., previous purchase of a particular META service) may apply in order to redeem the Executive Event tickets for a particular event. Individual rules and ticket requirements are defined for each event and published in the brochure and on metagroup.com. Executive Event tickets are not valid for META Group Workshops, Assessments, standard conferences, or events that META jointly sponsors with other companies. Attendance at specific Executive Events may be subject to restrictions based on the services purchased by Customers. Executive Events include but are not limited to: CIO Bootcamp, Vendor Bootcamp, CIO Forum.

Unlimited Organizational Inquiry

Provides for unlimited interaction between any individual in the defined organization and META Group analysts for the topics covered by the product to which this deliverable is attached.

10 Research Seats - Single Industry Service

Online access to research content from one of the Industry Advisory services. For each research seat, a profile is established on metagroup.com, which provides access for a single named individual. Once assigned, the profile may not be transferred to a new individual without authorization from META Group in writing. Seats may not be shared and concurrent use of a single seat/profile from multiple machines is explicitly prohibited.

12 Scheduled Monthly Calls – Government Strategies Enterprise Advisory

An analyst associated with the service product to which this deliverable is attached will contact the Customer on a monthly basis to review recent META research and identify areas where META can provide additional analyst assistance.

Service Teleconference Access

Access to periodic teleconferences held by the service defined by the product to which this deliverable is attached.